

## **Great Streets Facade Improvement Matching Grant**

# Notice of Funding Availability (NOFA) 2022 Funding Round

#### Introduction

The City of Minneapolis ("City") is seeking proposals from organizations to administer the Facade Improvement Matching Grant Program in the eligible program areas.

Neighborhood business districts function as the front door of our neighborhoods and shape our perceptions of a neighborhood. A welcoming, vibrant business district sends a powerful, positive message about the neighborhoods surrounding it. The Great Streets Facade Grant Program seeks to stimulate visible investment in businesses and buildings, attract new businesses to vacant storefronts, support healthy and attractive neighborhood business districts, and provide a resource that administering organizations can offer businesses in their service area.

## **Organizations Eligible to Respond**

Not-for-profit organizations are eligible to apply. This includes:

- business associations,
- community development corporations,
- neighborhood organizations, and
- other organizations that have the demonstrated capacity to perform the work, such as staff devoted to business development activities <u>and</u> past organizational or staff experience assisting businesses and managing funding agreements.

Organizations lacking the experience and capacity are encouraged to submit a proposal in partnership with an organization that does have capacity.

Program administrators are responsible for:

- · Marketing the grant program,
- Assisting property and business owners with any or all steps of the program process,
- Keeping thorough records and tracking each awarded grant,
- Reviewing applications for eligibility,
- Assisting applicants with achieving high-quality improvements, and
- Providing the City with all required documentation.

To make limited monies available for facade grants as broadly as possible, organizations and/or areas with significant remaining balances on existing facade funding agreements or more than one open facade contract <u>are not eligible</u> to submit a proposal for the facade program in response to this NOFA. Organizations may submit a proposal if they have <u>one</u> open facade contract with 75 percent of the grant funds (excluding administrative fees) drawn down or committed. Committed funds are those allocated in an approved and signed Business Application and Participation Agreement with a business or property owner. Participation Agreements are active when the business or property owner is still working toward completing the project or has completed the project and is working to submit completion documentation.

## **Program Administration**

Organizations awarded funding agreements will administer the Program, consistent with guidelines, including, but not limited to the following.

- Organizations disburse matching grants to business and property owners for eligible improvements to commercial buildings.
- Great Streets Facade Grants can pay for many exterior facade improvements, including painting, tuck-pointing, doors, windows, awnings, murals, and exterior lighting.
- The City requires permits for most projects. Business and building owners must work with applicable City staff on plans and obtain all necessary permits before beginning work.
- The City has developed a set of standard materials for program implementation. Organizations must review applications to verify that they meet the guidelines.
- The minimum contract request is \$20,000 and the maximum contract request is \$50,000. The standard contract length is three years.

- During the contract period, an annual report is required. The report helps staff understand the status of disbursing the contract and how staff can best refer prospects to the administrators as well as surfaces ideas for program improvements.
- Program administration costs of up to 15% of the total award are allowed under the contract and are disbursed as an additional 15% of each grant.
- Organizations must submit all disbursement materials online through the City's SharePoint website.

### **Eligible Areas**

Eligible areas include parcels identified as one of seven Land Use Categories defined in the City's comprehensive plan – Minneapolis 2040 - and shown on the <u>Great Streets Eligible Areas Map</u>. The Great Streets map shows the program areas in blue, orange, or purple. The blue parcels are eligible areas, the orange parcels are priority areas, and the purple parcels are Cultural Districts.

## **Match Requirements / Maximum Grant**

#### **Facade Grant Program guidelines**

Eligible parcels – 1:2 public to private match, maximum grant amount \$5,000

Priority parcels - 1:1 public to private match, maximum grant amount \$7,500

Cultural District parcels - 1: 0.5 public to private match, maximum grant amount \$10,000

#### **Evaluation Criteria**

A review team will assess the responsive proposals and make a recommendation to the City Council for funding. Portions of the proposal contents, and any clarification to the contents submitted by the successful applicant, may become part of the contractual obligation if a contract is awarded. The City reserves the right to reject any or all proposals and negotiate modifications to an entire proposal to create a contract of lesser or greater magnitude than described in the submitted proposal.

## **Proposal Submission**

Applicants must email their proposal, using the Proposal Submittal Form, on or before **Thursday**, **August 11, 2022**, at 4:00 p.m. to <u>judy.moses@minneapolismn.gov</u>. Proposals <u>will not be accepted</u> after the deadline. The City will acknowledge receipt of proposals by emailing the contact emails listed with a courtesy email within 48 hours of receiving the proposal. It is the responder's responsibility to assure they submit their proposal on time. Proposals that are non-responsive to the Notice of Funding Availability and proposals which lack responses to one or more of the fields will not be considered for funding.

## **NOFA Inquiries**

Prospective responders should direct questions **in writing** to the department contact person, Judy Moses, at <u>judy.moses@minneapolismn.gov</u>.

All questions related to this NOFA are due by Thursday, July 14. Questions will be answered in writing and posted on the CPED website by Tuesday, July 19. <a href="https://www2.minneapolismn.gov/business-services/doing-business-with-the-city/community-planning-development-rfps/">https://www2.minneapolismn.gov/business-services/doing-business-with-the-city/community-planning-development-rfps/</a>

The department contact cannot vary the terms of the NOFA.

#### **Timeline**

NOFA Issued Question Submission Deadline

Q&A Posted Online

Submission Deadline

Staff Review and Evaluation Recommendation to City Council

**Contract Start Date** 

Thursday, June 30 Thursday, July 14 Tuesday, July 19 Thursday, August 11

August September

Date of final City Council action

## **City Contracting Requirements**

Additional City requirements vary. The following list is not exhaustive.

- 1. Data Practices Grantee agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to data privacy or confidentiality. The Grantee and any of Grantee's sub-grantees, borrowers or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Grantee will immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Grantee concerning data requests. The Grantee agrees to hold the City, its officers, and employees harmless from any claims resulting from the Grantee's unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.
- 2. **Intellectual Property** The recipient must agree to provide the City with the right to royalty-free, non-exclusive license to reproduce, publish, or otherwise use and to authorize others to use any intellectual property created using the grant funds. Work covered by this provision shall include inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, electronic files, specifications, materials, tapes, or other media.
- 3. **Billboard Advertising** Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.
- 4. **Conflict of Interest/Code of Ethics** Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Grantee are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Grantee to avoid any situation that may giverise to a "conflict of interest."

As it applies to the Grantee, the City's Code of Ethics will also apply to the Grantee in its role as an "interested person" since Grantee has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Grantee understands that making a grant or loan for the benefit of a property in which Grantee has a financial interest is considered a Conflict of Interest. The Grantee further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Grantee hereunder. The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree withthe performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Grantee hereunder. Grantee understands that using proceeds of any grant or loan for the

benefit of a property in which Grantee has a financial interest is considered a conflict of interest, unless:

- 1. Any grants or loans are made available to all businesses in the community who meet Program requirements through a fair, open, and competitive process, as approved by CPED staff; and;
- 2. The improvements made by any business do not directly benefit a building owned by Grantee (e.g. making a grant to a business tenant in Grantee's building for window replacement would not be acceptable; making a grant for signage specific to the business of the tenant would not be a conflict).
- 5. **Hold Harmless** The recipient shall agree to defend, indemnify and hold the City harmless from any and all claims or lawsuits that may arise from the recipient's activities under the provisions of the Contract, that are attributable to the negligent acts or omissions, including breach of specific contractual duties of the recipient or the recipient's independent contractors, agents, employees or officers.
- 6. Insurance Prior to starting the services described herein, Grantee shall provide evidence of and continually maintain throughout the term of this Agreement, workers' compensation insurance in accordance with statutory requirements. The Grantee shall also provide evidence of and continually maintain: (i) commercial general liability insurance which shall include contractual liability coverage, (ii) automobile insurance for any vehicles owned by the Grantee, and (iii) hired/non-owned automobile insurance (if Grantee or Grantee's independent contractors will be driving automobiles while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per occurrence with aggregate coverage of \$1,000,000. Said insurance policy(ies) shall name the City as an additional insured. Grantee shall immediately forward to the City any notices it receives of cancellation or revocation of the foregoing policies.
- 7. **Compliance with the Law** Grantee agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion, and with sexual harassment. In the event the Grantee has questions concerning these requirements, the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.